

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANUFACTURER AND TRADERS TRUST COMPANY		12/07/2021	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PFM FINANCIAL SERVICES LLC		
Street Address:	1735 Market Street		
Internal Address:	43rd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103-2770		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77644596	PRUDENTPAY	
Serial Number:	77193217		
Serial Number:	77113431	PRUDENTPAY CARD	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	12/07/2021		
Total Attachments: 4			
source=MT_PFM - IP Release - PFM Financial Services Executed-12072021#page1.tif			

CH \$90.00 77644596

source=MT_PFM - IP Release - PFM Financial Services Executed-12072021#page2.tif

source=MT_PFM - IP Release - PFM Financial Services Executed-12072021#page3.tif

source=MT_PFM - IP Release - PFM Financial Services Executed-12072021#page4.tif

RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“Release”) made as of the 7th day of December, 2021, by MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as Administrative Agent for certain Secured Parties (“Assignor”), in favor of PFM FINANCIAL SERVICES LLC, a Delaware limited partnership (“Assignee”).

BACKGROUND

A. Assignee is the owner of certain Intellectual Property, General Intangibles, and other intangible property, and all of the goodwill therein or symbolized thereby, including the goodwill of the business(es) to which the foregoing relates, including but not limited to that set forth on Exhibit “A” attached hereto and made a part hereof.

B. Pursuant to (i) that certain Credit Agreement dated as of July 3, 2013, as amended and restated by that certain Amended and Restated Credit Agreement dated as of June 30, 2014, as further amended and restated by that certain Second Amended and Restated Credit Agreement dated as of June 6, 2019 (as so amended and restated and as further amended through the date hereof, the “Credit Agreement”); (ii) that certain Security Agreement dated as of July 3, 2013 (as amended through the date hereof); (iii) that certain Grant of Security Interest dated as of April 8, 2014; and (iv) all associated agreements and transactions (the agreements listed in clauses (ii) through (iv), collectively, the “Security Agreements”), Assignee granted to Assignor a lien on and security interest in certain Intellectual Property and General Intangibles of Assignee (collectively with the Intellectual Property set forth on Exhibit A, the “IP Collateral”).

C. Assignor, on behalf of itself, the Lenders, and the Secured Parties, is hereby releasing its lien on, and all right, title and interest (if any) in and to the IP Collateral granted under the Security Agreements, including any Intellectual Property rights therein, and is assigning all of its right, title and interest (if any) in and to the same to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound hereby, covenants and agrees as follows:

1. Incorporation of Background and Definitions. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Release as if set forth in their entirety in this Section 1. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreements.

2. Release. Assignor, on behalf of itself, the Lenders, and the Secured Parties, hereby (a) releases, discharges, and relinquishes its lien on and any and all security interests that it has in

any and all IP Collateral granted under the Security Agreements, including any Intellectual Property rights therein, and (b) assigns, transfers, conveys and sets over unto the Assignee any and all of Assignor's right, title and interest, if any, in, to and under the IP Collateral, any Intellectual Property rights therein, and all of the goodwill therein or symbolized thereby, including the goodwill of the business(es) to which the IP Collateral relates.

3. Recording. Assignor hereby further authorizes and consents that this Release may be recorded and indexed by the United States Patent and Trademark Office or other relevant governmental entity and as otherwise deemed appropriate by Assignee or its successors or assigns.

4. No Further Interests Granted. Assignor hereby represents and warrants that it has not granted to any third party a lien on, or any right, title or interest in or to the IP Collateral or any other Intellectual Property or General Intangibles of Assignee or its Subsidiaries, including any granted to Assignor under the Security Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the day and year first written above.

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: 
Name: Michael Post
Title: Vice President

[Signature page to Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 007522 FRAME: 0544

Exhibit "A"

US Trademarks

Serial No.	Registration No	Mark	Owner	Status
77/644596	3743847	PRUDENTPAY	PFM Financial Services LLC	DEAD
77/193217	3595556	Design Only (PFM Financial Services logo)	PFM Financial Services LLC	DEAD
77/113431	N/A	PRUDENTPAY CARD	PFM Financial Services LLC	DEAD